

RECORDATION NO 16492 A
FILED 1428

AUG 22 1989 -3 05 PM

INTERSTATE COMMERCE COMMISSION

9-234A021



Ameritrust National Bank
10 West Market Street
Indianapolis, IN 46204

August 18, 1989

Ms. Mildred Lee
INTERSTATE COMMERCE COMMISSION
12th & Constitution Avenue, N.W.
Room 2303
Washington, D.C. 20423

RECORDATION NO 16492
FILED 1428
AUG 22 1989 -3 05 PM
INTERSTATE COMMERCE COMMISSION

Dear Ms. Lee:

Per our phone conversation, I am enclosing for filing with the Interstate Commerce Commission the following items:

- 1 - Bill of Sale (Original)
- 2 - Notarized copies of the Bill of Sale
- 1 - Commercial Loan Note as attachment to the Bill of Sale
- 2 - Notarized copies of Commercial Loan Note
- 1 - Security Agreement (Original)
- 2 - Notarized copies of the Security Agreement

Total Fees Due: \$26.00

Below find the transaction details:

Seller: The Atkinson Topeka & Sante Fe Company
901 N.E. River Road
Topeka, Kansas 66601
Fax No.: (913) 295-5081

Buyer: Wabash & Ohio Equipment Partnership, L.P.
R.R. 1, State Road #1, North
Connersville, Indiana 47331
(317) 825-0349

Bank: Ameritrust National Bank, Central Indiana
Market Tower, Suite 900
10 Market Street
Indianapolis, Indiana 46204
(317) 464-8005
Attention: Mark S. Kesner



RECEIVED
68. AUG 22 1989

EXHIBIT A

<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>ROAD NUMBER</u>
EMD GP7	Eight (8)	ATSF 2150
Diesel Electric		ATSF 2202
Locomotives		ATSF 2203
		ATSF 2223
		ATSF 2225
		ATSF 2226
		ATSF 2006
		ATSF 2065

Interstate Commerce Commission
Washington, D.C. 20423

8/23/89

OFFICE OF THE SECRETARY

Mark S. Kesner
Assistant Vice President
Ameritrust Natl. Bank, Central Indiana
Market Tower, Suite 900
10 Market St
Indianapolis, Indiana 46204

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 8/22/89 at 3:05pm, and assigned recordation number(s). 16492 & 16492-A

Sincerely yours,



Noreta R. McGee
Secretary

Enclosure(s)

16492
RECORDATION 110 FILED 1425

AUG 22 1989 -3 05 PM

INTERSTATE COMMERCE COMMISSION

The Atchison, Topeka and Santa Fe Railway Company



PURCHASES AND MATERIALS DEPARTMENT

901 N.E. River Road
Fax No. (913) 295-5081

P.O. Box 1674

Topeka, Kansas 66601
Telex No. 47-7203 / TWX 910 744-6708

BILL OF SALE

THIS SALE OF BILL ("Bill of Sale") is made this 10th day of August, 1989, by THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, ("Seller") in favor of THE WABASH & OHIO EQUIPMENT PARTNERSHIP, L.P. ("Buyer").

R E C I T A L S

For good and valuable consideration (\$218,000.00), the adequacy and receipt of which is acknowledged by Seller, Seller desires to give this Bill of Sale for the purpose of effecting the purchase and sale of the locomotives as more particularly described in Exhibit A attached hereto (the "Locomotives").

SELLER AGREES AS FOLLOWS:

1. Sale of Equipment. Seller does hereby sell, convey assigns and transfers to Buyer its affiliates, successors and assigns the Locomotives. The Locomotives are sold "AS IS, WHERE IS, IN SERVICEABLE CONDITION AND IN COMPLIANCE WITH AAR AND FRA INTERCHANGE RULES." Seller hereby sells, assigns and transfers to Buyer all such rights and benefits as Seller may now or hereafter have under any warranty, guarantee or indemnity with respect to the Locomotives against any manufacturer or supplier thereof or any part thereof, on any contractor or subcontractor or any such manufacturer or supplier.
2. Warranty of Ownership. Seller does hereby covenant and warrant that it is the lawful owner of the Locomotives and has good, indefeasible, valid and marketable title in and to the Locomotives free and clear of all claims, liens, encumbrances, security interests and rights of third parties of any nature whatsoever arising by or through Seller and Seller has the right to sell the same.

Seller represents and warrants that it is not required to comply with any bulk sales or similar laws with respect to the sale of the Locomotives.

3. Indemnity. Seller will warrant and defend title to the Locomotives against all and every person and persons whomsoever claiming or laying claim to the same by or through Seller.

Seller hereby agrees to indemnify Buyer and hold it harmless from and against any and all loss, cost, damage or expense (including reasonable attorneys fees) it may suffer as a result of any claims, demands, suits, actions, causes of action, recoveries or judgments arising out of any claim of title to the Locomotives or any lien thereon.

4. No Rights in Third Party. Nothing expressed or implied in this Bill of Sale is intended to confer upon any person other than parties hereto and their respective successors and assigns, any right, remedies, obligations or liabilities under or by reason of this Bill of Sale.



The Atchison, Topeka and Santa Fe Railway Company

PURCHASES AND MATERIALS DEPARTMENT

901 N.E. River Road
Fax No. (913) 295-5081

P.O. Box 1674

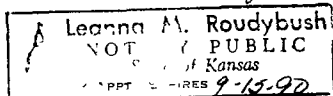
Topeka, Kansas 66601
Telex No. 47-7203 / TWX 910 744-6708

5. Successors and Assigns. This Bill of Sale shall be binding upon and inure to the benefit of Seller and Buyer and their respective successors and assigns.

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be executed by its officer thereunto duly authorized on the day and year first above written.

THE ATCHISON, TOPEKA AND
SANTA FE RAILWAY COMPANY

Notary Learnna M. Roudybush



By: L. C. Chmura
Vice-President, Purchases and Materials

Date: 5-10-89

ATTEST:

By: M. J. Prater

Title: SECRETARY AND TREASURER

I hereby certify that these are authentic copies of the original documents.
Notary Public for the State of Indiana, County of Marion.

Amy R. Hazel, my commission expires 5-19-90
Amy R. Hazel, Notary Public



The Atchison, Topeka and Santa Fe Railway Company

PURCHASES AND MATERIALS DEPARTMENT

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Fax No. (913) 295-5081

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		ATSF 2225
		ATSF 2226
		ATSF 2006
		ATSF 2065

Wabash & Ohio Equipment Partnership, L.P.
R.R. 1, State Road #1, North
Connersville, Indiana 47331
Borrower's Name and Address
I includes each borrower above jointly and severally

Ameritrust National Bank,
Central Indiana
10 West Market Street, Suite 900
Indianapolis, Indiana 46204
Lender's Name and Address
You means the lender its successors and assigns

1002151070326
BANK/F.C./ACCOUNT/ JTF
Loan Number
Date August 9, 1989
Maturity Date September 22, 1989
Loan Amount \$ 75,000.00
Renewal Of

I promise to pay to you or your order at your address listed above the
PRINCIPAL sum of Seventy Five Thousand and no/100 Dollars \$ 75,000.00

☒ Single Advance I have received all of this principal sum. No additional advances are contemplated under this note.
☐ Multiple Advance The principal sum shown above is the maximum amount of principal I can borrow under this note. As of today I have received the amount of \$ _____ and future principal advances are contemplated.

Conditions The conditions for future advances are _____

☐ Open End Credit You and I agree that I may borrow up to the maximum amount of principal more than one time. This feature is subject to all other conditions and expires no later than _____
☐ Closed End Credit You and I agree that I may borrow up to the maximum only one time (and subject to all other conditions).

PURPOSE The purpose of this loan is to purchase locomotives

INTEREST I agree to pay interest on the principal balance(s) owing from time to time as stated in this section. Interest will be calculated on a _____ basis.
360 days per year

☐ Fixed Rate I agree to pay interest at the fixed simple rate or _____ % per year.
☒ Variable Rate I agree to pay interest at the initial simple rate of 13.00 % per year. This rate may change as stated below.
☒ Index Rate The future rate will be 2 1/2% above the following index rate Ameritrust National Bank, Central Indiana prime rate as announced from time to time.

☐ No Index The future rate will not be subject to any internal or external index. It will be entirely in your control.
☒ Frequency and Timing The rate on this note may increase as often as daily.
An increase in the interest rate will take effect on the date of any change in prime rate.

☐ Limitations The rate on this note will not at any time (and no matter what happens to any index rate used) go above or below these limits:
☐ Maximum Rate The rate will not go above _____
☐ Minimum Rate The rate will not go below _____

Post-Maturity Rate I agree to pay interest on the unpaid balance owing after maturity and until paid in full as stated below:
☐ on the same fixed or variable rate basis in effect before maturity (as indicated above)
☒ at a rate equal to P + 4 1/2%

☒ ADDITIONAL CHARGES In addition to interest, I ☐ have paid ☒ agree to pay the following additional charges: _____
Commitment Fee in the amount of \$1,200.00

PAYMENTS I agree to pay this note as follows:
☒ Interest I agree to pay accrued interest On September 1, 1989, and upon maturity September 22, 1989

☒ Principal I agree to pay the principal on or prior to maturity of September 22, 1989.

☐ Installments I agree to pay this note in _____ payments. The first payment will be in the amount of \$ _____ and will be due on _____. A payment of \$ _____ will be due on the _____ day of each _____ thereafter. The final payment of the entire unpaid balance of principal and interest will be due _____.

☒ Effect of Variable Rate An increase in the interest rate will have the following effect on the payments:
☒ The amount of each scheduled payment will be increased ☒ The amount of the final payment will be increased

☐ _____

ADDITIONAL TERMS

SECURITY I give you a security interest in the following:

(1) any property of mine whether I own it now or in the future which is in your possession (This includes but is not limited to property I give you for safekeeping collection or exchange and all dividends and distributions from the property)
(2) the property described below together with all parts accessories repairs improvements and accessions to the property and all proceeds and products from the property

☐ Inventory All inventory wherever it is located which I own now or may own in the future which I will sell or lease or which has been or will be supplied to me under contracts of service or which are raw materials work in process or materials used or consumed in my business

☒ Equipment All equipment which I own now or may own in the future including, but not limited to, all machinery, vehicles, furniture, fixtures, manufacturing equipment, farm machinery and equipment, shop equipment, office and recordkeeping equipment, and parts and tools. Any equipment described in a list or schedule which I give to you will also be included in the secured property but such a list is not necessary for a valid security interest in my equipment

☐ Farm Products All farm products which I own now or may own in the future including, but not limited to:
(a) all poultry and livestock and their young along with their products and produce,
(b) all crops, annual or perennial, and all products of the crops, and
(c) all feed, seed, fertilizer, medicines, and other supplies used or produced in my farming operations

☐ Accounts, Instruments, Documents, Chattel Paper and Other Rights to Payment All rights I have now or may have in the future to the payment of money including, but not limited to:
(a) payment for goods sold or leased or for services rendered whether or not I have earned such payment by performance, and
(b) rights to payment arising out of all present and future debt instruments, chattel paper and loans and obligations receivable. The above include any rights and interests (including all liens and security interests) which I may have by law or agreement against any account debtor or obligor of mine

☐ General Intangibles All general intangibles I own now or may own in the future including, but not limited to, tax refunds, applications for patents, patents, copyrights, trademarks, trade secrets, good will, trade names, customer lists, permits and franchises, and the right to use my name

☒ Additional Property Described as follows

Eight (8) locomotives Model Type Electromotive E.M GP-7,
Unit numbers. 2006, 2065, 2150, 2202, 2203, 2223, 2225, 2226.

Description of real estate if the above property is crops timber minerals (including oil or gas) or fixtures _____

I will use the property listed as security above for ☐ farming operations ☐ business purposes ☐ _____
☐ If checked this note is secured by a separate _____

Name of record owner if not me _____
☐ If checked, this security agreement should be filed in the real estate records

Any person who signs within this box gives you a security interest in the property described above and agrees to the terms of the security agreement. This person does not promise to pay the note.
Signed _____ Date _____

SIGNATURES I AGREE TO THE TERMS SET OUT ON THE FRONT AND BACK OF THIS AGREEMENT. I have received a copy of this document on today's date.
Wabash & Ohio Equipment Partnership, L.P.

X By: Gary J. Goodman
Authorized Representative
X By: C. David Booker
Authorized Representative

X _____

I hereby certify that these are authentic copies of the original documents. Notary Public for the State of Indiana, County of Marion.
Amy R. Hazel
My commission expires 5-19-90